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PARTICIPANT ID: 0872179815,7067927936
CLERK: Alan Lee
Carroll County, GA

After Recording Return to:

Georgia Environmental Protection Division
Land Protection Branch
Hazardous Waste Corrective Action Program
2 Martin Luther King, Jr. Drive, SE
Suite 1054 East
Atlanta, Georgia 30334

Environmental Covenant

This instrument is an Environmental Covenant executed pursuant to the Georgia Uniform Environmental Covenants Act, OCGA § 44-16-1, *et seq.* This Environmental Covenant subjects the Property identified below to the activity and/or use limitations specified in this document. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded in accordance with OCGA § 44-16-8(a)

Fee Owner of Property/Grantor: Central of Georgia Railroad Company
Three Commercial Place
Norfolk, VA 23510

Grantee/Holder: Southwire Company, LLC
One Southwire Drive
Carrollton, GA 30119

**Grantee/Entity with
Express power to enforce:** State of Georgia
Department of Natural Resources
Environmental Protection Division
2 Martin Luther King, Jr. Drive, SE
Suite 1054 East
Atlanta, Georgia 30334

Parties with interest in the Property: Southwire Company, LLC
One Southwire Drive
Carrollton, GA 30119

Property:

The area subject to this Environmental Covenant is the right-of-way parcel located at Milepost C-310 in Carrollton County, Georgia (hereinafter "Property") and is approximately 8.10 acres that abuts the Southwire Company, LLC (hereinafter "Southwire") Carrollton Facility, located at 1 Southwire Drive, Carrollton, Carroll County, Georgia. The tract of land containing this area is owned by Central of Georgia Railroad Company. A complete legal description of the Property is attached as Exhibit A and a map of the area is attached as Exhibit B.

Tax Parcel Number(s):

Railroad right-of-way adjacent to Tax parcel 110 0007 of Carroll County, Georgia as set forth in Exhibit A and B.

Name and Location of Administrative Records:

The corrective action at the Property that is the subject of this Environmental Covenant is described in the following document:

- Copper Division Corrective Action Plan dated August 4, 2017, as amended (hereinafter "CD CAP")

This document is available at the following locations:

Georgia Environmental Protection Division
Land Protection Branch
Hazardous Waste Corrective Action Program
2 Martin Luther King, Jr. Drive, SE
Suite 1054 East
Atlanta, Georgia 30334

Southwire Company, LLC
One Southwire Drive
Carrollton, GA 30119

Description of Contamination and Corrective Action:

This property is subject to the requirements of Resource Conservation Recovery Act (RCRA) hazardous waste facility permit [HW-068(D)]. Historical facility operations have impacted environmental media at the site, and the presence of hazardous waste, hazardous waste constituents, or hazardous constituents regulated under the Georgia Hazardous Waste Management Act, § 12-8-60 *et seq.* (Act) and the Georgia Hazardous Waste Management Rules, 391-3-11 (Rules) were indicated to be present. Two solid waste management units (SWMUs), SWMU 13 and SWMU 18B were identified on the Property and subsequently assessed for potential risk to human health and the environment based on current land use as non-residential. Institutional controls are required to maintain use and access at the Property for non-residential use. Contact the property owner (Central of Georgia Railroad Company), covenant holder (Southwire), or the Georgia Environmental Protection Division for further information concerning this property.

This Declaration of Covenant is made pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 *et seq.* by Central of Georgia Railroad Company, its successors and assigns, and the State of Georgia, Department of Natural Resources, Environmental Protection Division (hereinafter "EPD"), its successors and assigns. This Environmental Covenant is required to maintain use and access at the Property for non-residential use. The adjacent parcels to this Property are private property that is owned and maintained solely by Southwire as an industrial facility. The Property comprises of the land under the railroad main line track; part of the Property is leased to Southwire for industrial use purposes only. Southwire and Central of Georgia Railroad Company will maintain the land use controls already in

place within the Property. Corrective action was not required beyond implementation of institutional controls limiting the use to non-residential to protect human health.

Grantor, Central of Georgia Railroad Company, hereby binds Grantor, its successors and assigns to the activity and use restriction(s) for the Property identified herein and grants such other rights under this Environmental Covenant in favor of EPD. EPD shall have full right of enforcement and the rights conveyed under this Environmental Covenant pursuant to the Act and Rules. Failure to timely enforce compliance with the Environmental Covenant or the use or activity limitation contained herein by any person shall not bar subsequent enforcement by such person and shall not be deemed a waiver of the person's right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall restrict EPD from exercising any authority under applicable law.

Central of Georgia Railroad Company makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the land, pursuant to O.C.G.A. § 44-16-5(a); is perpetual, unless modified or terminated pursuant to the terms of this Covenant pursuant to O.C.G.A. § 44-16-9; and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Property (hereinafter "Owner"). Should a transfer or sale of the Property occur before such time as this Environmental Covenant has been amended or revoked then said Environmental Covenant shall be binding on the transferee(s) or purchaser(s).

The Environmental Covenant shall insure to the benefit of EPD, Central of Georgia Railroad Company and their respective successors and assigns and shall be enforceable by the Director of EPD (hereinafter "Director") or his agents or assigns, Central of Georgia Railroad Company or its successors and assigns, and other party(ies) as provided for in O.C.G.A. § 44-16-11 in a court of competent jurisdiction.

Activity and/or Use Limitation(s)

1. Registry. Pursuant to O.C.G.A. § 44-16-12, this Environmental Covenant and any amendment or termination thereof, may be contained in EPD's registry for environmental covenants.
2. Notice. The Owner of the Property must give thirty (30) day advance written notice to EPD of the Owner's intent to convey any interest in the Property. No conveyance of title, easement, or other interest in the Property shall be consummated by the Owner without adequate and complete provision for continued operation. The Owner of the Property must also give thirty (30) day advance written notice to EPD of the Owner's intent to change the use of the Property from non-residential to residential.
3. Notice of Limitation in Future Conveyances. Each instrument hereafter conveying an interest in the Property subject to this Environmental Covenant shall contain a notice of the activity and use limitations set forth in the Environmental Covenant and shall provide the recorded location of the Environmental Covenant.
4. Periodic Reporting. Annually, by no later than January 30th of each calendar year, Central of Georgia Railroad Company shall submit to EPD an Annual Report including but not limited to inspection and certification of non-residential use of the Property, and documentation stating whether or not the activity and use limitations in this Environmental Covenant are being abided by.

5. Activity and Use Limitation(s). The Property shall be used only for non-residential uses, as defined as any real property or portion of a property not currently being used for human habitation or for other purposes with a similar potential for human exposure, at which activities have been or are being conducted that can be categorized in one of the 1987 Standard Industrial Classification (SIC) major groups 01-97 inclusive (except the four-digit codes 4941, 8051, 8059, 8062-3, 8069, 8211, 8221-2, 8351, 8661, and 9223), and defined in and allowed under the Carroll County's zoning regulations as of the date of this Environmental Covenant. Any residential use on the Property shall be prohibited. Any activity on the Property that may result in changes to the exposure pathways in the CD CAP must be evaluated for risk potential and EPD advised accordingly and approved by EPD prior to implementation.
6. Engineering Controls. Security measures including access control shall be maintained.
7. Right of Access. In addition to any rights already possessed by EPD, the Owner shall allow authorized representatives of EPD the right to enter the Property at reasonable times for the purpose of evaluating the corrective action; to take samples, to inspect the Property to inspect records that are related to the corrective action program, and to determine compliance with this Environmental Covenant.
8. Recording of Environmental Covenant and Proof of Notification. Within thirty (30) days after the date of the Director's signature, the Owner shall file this Environmental Covenant with the Records of Deeds for each County in which the Property is located and send a file stamped copy of this Environmental Covenant to EPD within thirty (30) days of recording. Within that time period, the Owner shall also send a file-stamped copy to each of the following: (1) each person holding a record interest in the Property subject to the covenant, (2) each person in possession of the real property subject to the covenant, (3) each municipality, county, consolidated government, or other unit of local government in which real property subject to the covenant is located, and (4) each owner in fee simple whose property abuts the property subject to the Environmental Covenant.
9. Termination or Modification. The Environmental Covenant shall remain in full force and effect in accordance with O.C.G.A. § 44-16-9, unless and until the Director determines that the Property meets residential clean-up standards, whereupon the Environmental Covenant may be amended or revoked in accordance O.C.G.A. § 44-16-1 *et seq.*
10. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.
11. No Property Interest Created in EPD. This Environmental Covenant does not in any way create any interest by EPD in the Property that is subject to the Environmental Covenant. Furthermore, the act of approving this Environmental Covenant does not in any way create any interest by EPD in the Property in accordance with O.C.G.A. § 44-16-3(b).

Representations and Warranties.

Grantor hereby represents and warrants to the other signatories hereto:

- a) That the Grantor has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- b) That the Grantor is the sole owner of the Property and holds fee simple title which is free, clear and unencumbered;

- c) That the Grantor has identified all other parties that hold any interest (e.g., encumbrance) in the Property and notified such parties of the Grantor's intention to enter into this Environmental Covenant;
- d) That this Environmental Covenant will not materially violate, contravene, or constitute a material default under any other agreement, document or instrument to which Grantor is a party, by which Grantor may be bound or affected;
- e) That the Grantor has served each of the people or entities referenced in Activity 8 above with an identical copy of this Environmental Covenant in accordance with O.C.G.A. § 44-16-4(d).
- f) That this Environmental Covenant will not materially violate or contravene any zoning law or other law regulating use of the Property; and
- g) That this Environmental Covenant does not authorize a use of the Property that is otherwise prohibited by a recorded instrument that has priority over the Environmental Covenant

Notices.

Any document or communication required to be sent pursuant to the terms of this Environmental Covenant shall be sent to the following persons:

Georgia Environmental Protection Division
Branch Chief
Land Protection Branch
2 Martin Luther King Jr. Drive SE
Suite 1054 East Tower
Atlanta, GA 30334

Southwire Company, LLC
One Southwire Drive
Carrollton, GA 30119

Central of Georgia Railroad Company
Three Commercial Place
Norfolk, VA 23510

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia
Uniform Environmental Covenants Act, on the 19th day of February, 2019

Signed, sealed, and delivered in the presence
of:

[Signature]
Unofficial Witness (Signature)

Matthew A. Germand
Unofficial Witness Name (Print)

Three Commercial Place
Norfolk, Virginia 23510
Unofficial Witness Address (Print)

[Signature]
Notary Public (Signature)

My Commission Expires: 6/30/21

For the Grantor:

[Signature]
Central of Georgia Railroad Company
Name of Grantor (Print)

(Seal)

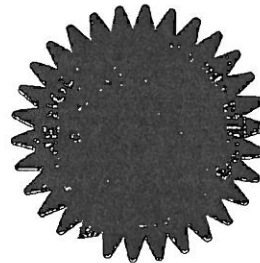
Grantor's Authorized Representative (Signature)

Robert E. Mortimer
Authorized Representative Name (Print)

Vice President
Title of Authorized Representative (Print)

Dated: 2/19/19

(NOTARY SEAL)



Signed, sealed, and delivered in the presence
of:

Tamara C. Fischer
Unofficial Witness (Signature)

Tamara C. Fischer
Unofficial Witness Name (Print)

2 MLK Jr Dr SE, Ste 1456 East Tower
Atlanta GA 30334
Unofficial Witness Address (Print)

[Signature]
Notary Public (Signature)

My Commission Expires: 4-22-2020

For the State of Georgia
Environmental Protection Division:

[Signature] (Seal)

Richard E. Dunn
Director

Dated: 5/3/19

(NOTARY SEAL)



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Exhibit A
Legal Description of Property

EXHIBIT A
LEGAL DESCRIPTION FOR RAILROAD RIGHT-OF-WAY PARCEL

All that tract or parcel of land lying and being located in land lots 229, 251 and 252 of the 5th district, City of Carrollton, Carroll County, Georgia and being more particularly described as follows; to reach the point of beginning commence at centerline Station 16314 + 74 at Mile Post #309; thence northwest 180' to a point 50' west and opposite centerline Station 16316 + 54 on the west right of way of Norfolk Southern Railroad being the true point of beginning; from said point of beginning, thence running Northwesterly along the west right of way of Norfolk Southern Railroad 3,533.55' to a point located 50' west and opposite of centerline Station 16351 + 83.48; thence leaving said west right of way and running N 74°19'56" E for a distance of 100' to a point 50' east and opposite of centerline Station 16351 + 83.48 on the east right of way of Norfolk Southern Railroad; thence running southeasterly along the east right of way of Norfolk Southern Railroad for a distance of 3,524.40' to a point 50' east and opposite of centerline Station 16316 + 54; thence leaving said east right of way and running S 69°05'00" W for a distance of 100' to a point on the west right of way of Norfolk Southern Railroad and the point of beginning; said tract contains 8.10 acres and is shown on an Environmental Covenant Survey prepared by Georgia and West dated December 11, 2018.

Exhibit B
Map

